NYMO GROUP LTD

Terms and Conditions: Nymo Care Planning

1. DEFINITIONS

1.1. 'System' refers to the Nymo Care Planning System, including all associated software, hardware, and services provided by Nymo Group Ltd.

1.2. 'User' refers to any healthcare provider, administrator, or contractor granted access to the System under these Terms.

1.3. 'Agreement' refers to the contract between the Customer and Nymo Group Ltd governing the use of the System.

1.4. 'Customer' refers to the organization or individual purchasing or licensing the System.

1.5. 'Data' refers to the information entered by Users into the System, including but not limited to client details, care plans, and case management data.

2. RESPONSIBILITIES OF BOTH PARTIES:

2.1. Responsibilities of Nymo Group Ltd:

Nymo Group Ltd shall provide access to the System as outlined in the Agreement. Nymo will ensure the availability of the System 24/7, subject to scheduled maintenance and unforeseen outages. Nymo will also provide support and updates for the System as part of the agreed service plan.

2.2. Responsibilities of the Customer:

The Customer agrees to ensure that only authorized Users are granted access to the System and to maintain the confidentiality of any login credentials. The Customer is responsible for ensuring the accuracy and completeness of all data provided.

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3. SERVICE LEVEL AGREEMENTS (SLA)

3.1. Uptime Guarantee:
Nymo Group Ltd guarantees the System will be operational and available 99.9% of the time, excluding scheduled maintenance and outages beyond Nymo's control.

3.2. Response Time:
Nymo Group Ltd guarantees a response time of no more than 4 hours for all support requests during business hours (9:00 AM - 5:00 PM, Monday to Friday).

3.3. Maintenance and Updates:
Nymo will notify the Customer of any scheduled maintenance or system updates at least 48 hours in advance. Emergency maintenance may be carried out without prior notice if required to protect the integrity of the system.

4. DATA PROTECTION AND SECURITY MEASURES

4.1. Data Encryption:
Nymo Group Ltd will ensure that all Data provided by the Customer is encrypted during transmission and while at rest within the system's storage.

4.2. Data Backup:
Nymo will maintain daily backups of all Customer Data to prevent loss in the event of system failure. Data will be retained for a period of 3 years unless otherwise requested by the Customer.

4.3. Security Audits:
Nymo will conduct regular security audits to identify and rectify vulnerabilities in the system. The results of these audits will be shared with the Customer upon request.

4.4. GDPR Compliance:
Nymo Group Ltd complies with all relevant data protection regulations, including the General Data Protection Regulation (GDPR).

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5. INDEMNITY AND LIABILITY

5.1. Indemnity:
The Customer agrees to indemnify and hold Nymo Group Ltd harmless from any claims, damages, losses, or expenses arising from the Customer's use of the System, including any violations of these Terms or third-party rights.

5.2. Limitation of Liability:
Nymo Group Ltd's liability for any damages arising from the use of the System shall be limited to the total amount paid by the Customer for the System in the preceding 12 months. Nymo shall not be liable for any indirect, consequential, or punitive damages.

6. TERMS OF USE

6.1. Acceptance of Terms:
By using the System, the Customer acknowledges that they have read, understood, and agree to these Terms and Conditions.

6.2. Modification of Terms:
Nymo Group Ltd reserves the right to modify these Terms at any time. Any modifications will be communicated to the Customer, and continued use of the System after such modifications will be considered acceptance of the new Terms.

7. TERMINATION AND SUSPENSION

7.1. Termination by Either Party:
Either party may terminate this Agreement with 90 days' written notice. In the event of a material breach by either party, the Agreement may be terminated immediately.

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7.2. Suspension of Service:

Nymo Group Ltd may suspend access to the System in case of non-payment or if the Customer is found to be in violation of these Terms. Services will resume once the issue is resolved.

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